We do no more than justice in saying that Mr. Kuhn has laid the English-speaking bar under obligations in translating and supplementing Professor Meili's work. His translation, in the making of which he had the rare advantage of constant association with the author, is admirable. While it faithfully reproduces the meaning of the original, it is strikingly free from any trace of the awkwardness that so often attends the attempt to transmute the idiom of one language into that of another. It has indeed all the ease and clearness of a treatise written originally in English. In his additions of American and English law, Mr. Kuhn has shown both intelligence and good judgment; and it may be said that, in his aim to produce a work which would prove serviceable both to the practitioner and to the student, he has been eminently successful.

PRINCIPLES OF CONTRACTS. By Sir F. Pollock. Third American Edition by G. H. Wald and S. Williston. New York: Baker, Voorhis & Co. 1906. pp. cliv, 985.

This is in several respects the best of all the books on the law of simple contracts. Mr. Langdell's work on the subject, which he has called "A Summary of Contracts," has not been equalled for scientific analysis and discussion of those topics which it covers, but, to the regret of every one who has read it, it leaves untouched some of the important phases of this branch of law. In comparison, Mr. Langdell's treatise gives too little attention to what the law actually is, and the work under consideration, in at least some instances, gives too little attention to what the law should be.

It is no virtue in a law book that it cites a tremendous number of cases. If carefulness of selection and precision of analysis be used perhaps fewer cases will be referred to, but the result will doubtless be much better. It is a much easier mental operation to determine the cases which *bear* upon a point than to select from that mass of adjudications those which *decide* the point. The digest and not the text book is the place to exhibit collections of cases. The collector's work is not to be compared for dignity and usefulness with the work of the scientific law student and writer. The former tells you what cases deal with the given topic, the latter with what they say about it.

It is hard to define the character of a book which represents the labors of three different writers who did not work *together*. Such a work has no very consistent character. It would hardly be possible for it to have such character, and it is a pity that great students and investigators should content themselves with writing notes to other authors' texts. To justify its existence at this day the so-called text book must be a closely reasoned, comprehensive, analytical, scientifically conceived and developed exposition of the *principles* of that particular branch of the law which it purports to treat. And above all, it must be a consistent whole, not various fragments loosely thrown together. The worst criticism to be made of the Pollock, Wald, Williston work is just here: that, because of the very fact of its variety of authorship, it lacks the consistency of treatment which a scientific work requires.

On most of the important topics included in the subject, the work will be found to contain thorough and exhaustive statements, not

only from the standpoint of authority but from the standpoint of reason and principle; but to realize this, one must piece together the fragments, consisting of the original text and the two sets of notes, compiled respectively by Mr. Wald and Mr. Williston. Mr. Williston's notes are particularly valuable and deserve the highest praise. Altogether, students and practitioners alike are to be congratulated on the addition of this tool to their workshops.

One would not be led to expect very much of a book which begins by defining a contract as "a promise or set of promises which the law will enforce;" but happily this definition is no real indication of the character of the book. Again, the student is disappointed in finding in a treatise, which aims to be and in large part is scientific and which deals with a subject so capable of being reduced to scientific principle as the law of contracts, the statement that "the requirement of consideration is a condition imposed by positive law and has nothing universal or necessary about it." The requirement of consideration, at least in English law, cannot now be said to be arbitrary, but on the contrary is based upon well recognized and sound principles lying at the basis and origin of contract rights, namely, the injury or detriment to the promise given or suffered in exchange for the promise.

Again, in dealing with the question of promises expressed in deeds, or in other words covenants, in connection with which the decision in *Zenos* v. *Wickham*, L. R. 2 H. L. 296, is referred to, the point seems to be overlooked that the covenant takes effect from *delivery* and not from the "solemn admission that he (the covenantor) is bound." No question of "acceptance" is involved. The question is purely one of delivery. In dealing with the question of the liability of an infant upon his contracts, one would be given to understand by the text that an infant may bind himself contractually for necessaries; in other words, that the so-called executory contract of an infant for necessaries would be enforceable against him. The law, of course, is that the executory contract of an infant for necessaries does not bind him in any greater degree, nor in any other manner, than does any other contract, but that in the case of necessaries he will be made liable as upon a contract implied in law or quasi contract.

These instances of inadvertance on the part of the author of the original treatise are taken as indicating the loss which is suffered by using an old and necessarily somewhat impaired foundation for a modern structure. Unquestionably, if the author of the original treatise were to re-write it, he would alter it in many material respects, and we do not mean to be taken as suggesting that the original work when it was published was not a magnificent piece of law writing. It was the work of a great law student and law writer, and a man of exceptional abilities, and our only point is to express a regret that the antiquities and the inaccuracies of the work should not be dealt with by re-writing it, rather than by patching it with additions and corrections. The annotators, and particularly Professor Williston, have done this in an admirable manner, but nevertheless there is a considerable loss in consistency and continuity.

One very important topic, the law with regard to which remains in a somewhat imperfect and formative state, namely the topic of

conditions in contracts, seems to have received no attention in this work. There is great need of a statement of the principles and a discussion of the question involved in that branch of the subject, and a chapter dealing with that question would have added greatly to the value of the work.

However, what was said at the beginning is here repeated, that in very many respects the text and the two sets of notes, taken together, make a work on contracts, which is the very best work we have upon the subject.

THE RULE AGAINST PERPETUITIES. By John Chipman Gray. Second Edition. Boston: Little, Brown & Co., 1906. pp. xlvii, 664.

The first edition of this great work has been in the hands of the profession for twenty years. Dealing as it does with one of the most abstruse topics of the law, it early won the admiration of the bar and the bench as an almost perfect repository of the decisions on its special topic, not more than for the independence of its discussions and the clarity of its expositions. The second edition contains almost without alteration the whole of the first, together with 162 additional pages. It would be neither useful nor practicable here to indicate the topics to which this new matter is devoted. Among the most important of them, however, are the following: the contingency must happen, if at all, within the limits of the rule; cases where an absolute interest beginning within or at the end of lives in being has been said or held to violate the rule; cases where a life interest beginning during or at the end of lives in being has been held to violate the rule.

A curious series of Maryland cases receives attention, in which life estates to unborn persons and equitable fees have been said or held to be void as violating the rule (p. 211 et seq.).

One of the most interesting discussions is that upon the effect on prior limitations intrinsically valid, of subsequent limitations which are void for remoteness. Four new cases are considered holding that a prior limitation is destroyed by the invalidity of a subsequent one, two in Illinois, one in Missouri, and one in Pennsylvania. In the last of these, Johnston's Estate, 185 Pa. 179, the devise was to trustees to pay the rents during seventy-five years to the testator's children, or the issue of such as should die, and at the end of that period to sell and divide the proceeds among then living issue of the children. The court held that because the direction to sell was invalid, the intervening trust for seventy-five years was also void, although, had the trust not been followed by the direction to sell, it would have been valid. It is not surprising that Professor Gray concludes that "the decision seems difficult to maintain." Even more severe is the sentence pronounced on *Lawrence* v. *Smith* 163 Ill. 149, of which the author bluntly and apparently with justification says, "This decision is incomprehensible."

Repudiating the view that no interest which is alienable ought to be held to be too remote, the author makes a few acute observations (p. 250) upon the argument for that view, advanced by Professor Reeves in his recent work on Real Property.

In treating of interests subject to the rule against perpetuities two new English cases are discussed, which affirm the distinction, on the authority of Joshua Williams, between the rule against perpetuities